

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X

COLSON JEAN-LOUIS, SHANORI KNIBBS, SHANE
MORRIS, AHMED MASSEY, ERIC PENA, JESUS
PEREZ, TASHAN RODNEY, KASEEM WILSON, JOHN
WHICHARD, TYRONE WILLIAMS, TYRIK STYLES,
KAREEM HAYWARD, FARLEEK HOPKINS,
RICARDO JACQUET, OSVALDO AGOSTO,
BENJAMIN BANKS, BEVION BLAINE, ANDY
BORGELLA and SANTINO BODRICK,

**RULE 68
OFFER OF JUDGMENT**

16 Civ. 5275 (PKC)

Plaintiffs,

-against-

CITY OF NEW YORK, CORRECTIONS CAPTAIN
ARKHURST, #570, CORRECTIONS CAPTAIN HENRY,
#978, CORRECTIONS CAPTAIN MILTON,
CORRECTIONS CAPTAIN FREDERICK, #1387,
CORRECTIONS ADW DUNBAR, #1041,
CORRECTIONS ADW COLON, #1307, CORRECTIONS
CAPTAIN GETTY, #1626, CORRECTIONS CAPTAIN
CARTER, CORRECTIONS CAPTAIN SANTANA,
CORRECTIONS CAPTAIN ABEL, #1177, and, JOHN
AND JANE DOE CORRECTIONS OFFICERS 1-15,

Defendants.

----- X

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants City of New York, Arkhurst, Henry, Mitton, Frederick, Dunbar, Colon, Petty and Santana, and any defendant who is currently or subsequently named and hereafter represented by the Office of the Corporation Counsel in this action, hereby offer to allow plaintiff Colson Jean-Louis to take a judgment against the City of New York in this action for the total sum of One Thousand and One (\$1,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for plaintiff's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff Colson Jean-Louis may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including December 14, 2017.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiffs have suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff Colson Jean-Louis arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff Colson Jean-Louis' rights to any claim for interest on the amount of the judgment.

Plaintiff Colson Jean-Louis agrees that payment of One Thousand and One (\$1,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Colson Jean-Louis is a Medicare recipient who received medical

treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Colson Jean-Louis agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Colson Jean-Louis further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
 November 30, 2017

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
*Attorney for Defendants City of New York,
Arkhurst, Henry, Mitton, Frederick, Dunbar,
Colon, Petty and Santana*
100 Church Street, Room 3-204
New York, New York 10007
(212) 356-5055

By: /s/
 EVIANA ENGLERT
 Assistant Corporation Counsel

To: **BY HAND DELIVERY**
& E-MAIL

Ryan Lozar, Esq.
Attorney for Plaintiffs
305 Broadway, 10th Floor
New York, New York 10007
Email: ryanlozar@gmail.com

cc: **BY E-MAIL**

Ilissa Brownstein, Esq.
Juliene Drei Munar, Esq.
Attorneys for Plaintiffs
Email: ib@brownsteinlegal.com
Email: jdreimunar@gmail.com